

|  |  |  |  |   |                                    |  |
|--|--|--|--|---|------------------------------------|--|
| <b>SOLICITATION, OFFER AND AWARD</b>   |  |  | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> |   | <b>Rating</b><br>DOA6              | <b>Page</b> 1 <b>of</b> 61                         |
| <b>2. Contract No.</b>   |  | <b>3. Solicitation No.</b><br>W52P1J-04-R-0032 |  | <b>4. Type of Solicitation</b><br>Negotiated (RFP)  | <b>5. Date Issued</b><br>2005FEB15 | <b>6. Requisition/Purchase No.</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>HQ AFSC<br>AMSFS-CCA-M<br>ROCK ISLAND, IL 61299-6500<br><br>BLDGS 350 & 390 |  |  | <b>Code</b><br>W52P1J  | <b>8. Address Offer To (If Other Than Item 7)</b><br>HQ AFSC CONTRACTING & PARC CENTER<br>ATTN AMSFS-CC<br>ROCK ISLAND, IL 61299-6500 |                                    |  |

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and** 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** AMSFS-CC BLDG 350 CONTRACTING CTR **until** 04:00pm **(hour) local time** 2005MAR15 **(Date).**

**Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.**

|                                  |  |  |
|----------------------------------|--|--|
| <b>10. For Information Call:</b> | <b>Name</b> WANDA MALVIK<br><b>E-mail address:</b> MALVIKW@AFSC.ARMY.MIL | <b>Telephone No. (Include Area Code) (NO Collect Calls)</b><br>(309)782-5929 |
|----------------------------------|--|--|

**11. Table Of Contents**

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**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within** \_\_\_\_\_ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

|  |                         |             |                         |             |
|--|-------------------------|-------------|-------------------------|-------------|
| <b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:</b> | <b>Amendment Number</b> | <b>Date</b> | <b>Amendment Number</b> | <b>Date</b> |
|  |                         |             |                         |             |
|  |                         |             |                         |             |

|  |   |                 |  |
|--|---|-----------------|--|
| <b>15A. Contractor/Offeror/Quoter</b>            | <b>Code</b>   | <b>Facility</b> | <b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b> |
|  |   |                 |  |
| <b>15B. Telephone Number (Include Area Code)</b> | <b>15C. Check if Remittance Address is</b><br><input type="checkbox"/> <b>Different From Blk 15A-<br/>Furnish Such Address In Offer</b> |                 | <b>17. Signature</b><br><br><b>18. Offer Date</b>                            |
|  |   |                 |  |

**AWARD (To be completed by Government)**

|  |                   |  |                       |
|--|-------------------|--|-----------------------|
| <b>19. Accepted As To Items Numbered</b>   | <b>20. Amount</b> | <b>21. Accounting And Appropriation</b>  |                       |
|  |                   |  |                       |
| <b>22. Authority For Using Other Than Full And Open Competition:</b><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) |                   | <b>23. Submit Invoices To Address Shown In</b><br>(4 copies unless otherwise specified)            | <b>Item</b>           |
|  |                   |  |                       |
| <b>24. Administered By (If other than Item 7)</b>  | <b>Code</b>       | <b>25. Payment Will Be Made By</b>   |                       |
|  |                   |  |                       |
| <b>SCD</b>   | <b>PAS</b>        | <b>ADP PT</b>  |                       |
| <b>26. Name of Contracting Officer (Type or Print)</b>   |                   | <b>27. United States Of America</b><br><br>_____<br>/SIGNED/<br>(Signature of Contracting Officer) | <b>28. Award Date</b> |
|  |                   |  |                       |

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

|                           |  |                            |
|---------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W52P1J-04-R-0032 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 61 |
|---------------------------|--|----------------------------|

**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

|     | <u>Regulatory Cite</u> | <u>Title</u>      | <u>Date</u> |
|-----|------------------------|-------------------|-------------|
| A-1 | 52.252-4500<br>LOCAL   | FULL TEXT CLAUSES | SEP/1997    |

1. This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.
2. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been incorporated by reference three astericks are put in its place (\*\*\*).
3. You can view or obtain a copy of the clauses and provisions on the internet at:  
[www.afsc.army.mil/ac/aais/ioc/clauses/index.htm](http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm). Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
4. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

ITEM: FMU-143 B/B Fuze System  
NSN: 1325-01-323-9171 F809

1. This proposed action provides for the issuance of a solicitation on an other than full and open competition. A Firm Fixed Price contract is contemplated. Procurement of 8,124 each FMU-143 B/B Fuze System is restricted to industrial mobilization pursuant to FAR 6.302-3 and the authority of 10 U.S.C. 2304(c)(3).

2. Description of Supplies/Services:

| NOUN            | P/N     | NSN              | QTY  | PRON          |
|-----------------|---------|------------------|------|---------------|
| FMU-143 B/B     | 8983300 | 1325 01 323 9171 | 4962 | U13AOL17M2/03 |
| FMU-143 B/B     | 8993300 | 1325 01 323 9171 | 510  | U13A1K21M2/01 |
| FMU-143 B/B     | 8993300 | 1325 01 323 9171 | 1584 | U14A0K18HI/01 |
| FMU-143 B/B     | 8993300 | 1325 01 323 9171 | 1052 | U13A1L18M2/01 |
| *FMU-143(D-2)/B | 8993300 | 1325 01 324 0283 | 6    | UG4A0K18M2/01 |

\*a modified version of the FMU-143 B/B configuration.

3. The distribution code for the technical data is restricted to Statement D - Distribution authorized to the Department of Defense (DoD) and DoD contractors only.
4. Government Furnished Material; PA60 Containers.
5. Award to a Contractor-Owned, Contractor-Operated (COCO) establishment requires the PCO to assure the Defense Contract Management Command (DCMC) performs a pre-award survey as prescribed in DFARS 223.70, Safety Precautions for Ammunition and Explosives, December 1991.
6. Provide your CEC # and Taxpayer ID Code \_\_\_\_\_
7. Provide your CAGE or FSCM Code \_\_\_\_\_
8. This office does not have the capability to accept electronic submissions and all data must be hardcopy and/or CD ROM, if applicable, as specified, to:

HQ, U.S. Army Field Support Command  
ATTN: AMSFS-CCA-M/Wanda Malvik

|                           |  |                |                     |
|---------------------------|--|----------------|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> |                | <b>Page 3 of 61</b> |
|                           | <b>PIIN/SIIN</b> W52P1J-04-R-0032                | <b>MOD/AMD</b> |                     |

**Name of Offeror or Contractor:**

1 Rock Island Arsenal  
Rock Island, IL 61299-6500  
Phone: (309) 782-5929 FAX (309)782-5713  
Email: malvikw@afsc.army.mil

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001    | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  |          |      |            |        |
|         | <div><div><div>PRODUCTION QUANTITY</div><div>8124</div><div>EA</div><div>\$</div><div></div></div><div><div>NSN: 1325-01-323-9171</div><div>NOUN: FMU-143 B/B FUZE SYSTEM</div><div>FSCM: 18894</div><div>PART NR: 8983300</div><div>SECURITY CLASS: Unclassified</div></div><div><div>With First Article Approval</div><div>Delivery Shall be FOB Carrier's Equipment, Wharf or Freight Station (at the Government's option) at or near the Contractor's plant at a specified city or shipping point.</div><div></div><div>(End of narrative B001)</div></div><div><div>FIRST ARTICLE COST INCLUDED IN PRODUCTION COST. DO NOT INSERT PRICE IN THE "WITH FIRST ARTICLE APPROVAL" LINES.</div><div>(End of narrative F001)</div></div></div>         |          |      |            |        |
| 0001AA  | <div><div><div>FIRST ARTICLE TEST REPORT</div><div></div></div><div><div>Packaging and Marking</div><div></div></div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Destination</div></div><div><div>Deliveries or Performance</div><div><div>DOC</div><div>SUPPL</div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div><div>001</div><div>Z55555</div><div>3</div></div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DAYS AFTER AWARD</div></div><div><div>001</div><div>1</div><div>0540</div></div></div></div></div> <div><div>FOB POINT: Destination</div><div>SHIP TO: PARCEL POST ADDRESS</div><div>(Z55555)SEE SECTION E</div></div> |          |      |            |        |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001AB  | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FMU-143 B/B FUZE<br/>PRON: U13A0L17M2 PRON AMD: 03<br/>AMS CD: 41401506026<br/>CUSTOMER ORDER NO: FD20200317114</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>001 FW202631472004 FY8742 L 3<br/><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u><br/>001 350 0630<br/><br/>002 350 0660<br/><br/>003 350 0690<br/><br/>004 350 0720<br/><br/>005 350 0750<br/><br/>006 350 0780<br/><br/>007 350 0810<br/><br/>008 350 0840<br/><br/>009 350 0870<br/><br/>010 350 0900<br/><br/>011 350 0930<br/><br/>012 350 0960<br/><br/>013 350 0990<br/><br/>014 350 1020<br/><br/>015 62 1050</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(FY8742) FY8742 MCALESTER ARMY AMMO PLANT<br/>CML PHN 918 429 6252<br/>AF MUNITIONS STORAGE SITE</p> |          |      |            |        |

Name of Offeror or Contractor:

| ITEM NO    | SUPPLIES/SERVICES   | QUANTITY         | UNIT     | UNIT PRICE | AMOUNT |          |       |     |                 |        |   |  |   |            |          |                  |     |     |      |     |     |      |  |  |  |  |
|------------|---|------------------|----------|------------|--------|----------|-------|-----|-----------------|--------|---|--|---|------------|----------|------------------|-----|-----|------|-----|-----|------|--|--|--|--|
| 0001AC     | <div>MCALESTEROK 74501</div> <div><u>PRODUCTION QUANTITY</u><br/><br/>NOUN: FMU-143 B/B FUZE<br/>PRON: U13A1K21M2 PRON AMD: 01<br/>AMS CD: 41500684036<br/>CUSTOMER ORDER NO: FD20200317109<br/><br/><u>Packaging and Marking</u><br/><br/><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Origin<br/><br/><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>FW202630972001A</td><td>W44XMF</td><td>L</td><td></td><td>3</td></tr></table><table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DAYS AFTER AWARD</td></tr><tr><td>001</td><td>288</td><td>1050</td></tr><tr><td>002</td><td>222</td><td>1080</td></tr></table><br/>FOB POINT: Origin<br/><br/>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(W44XMF) XR W390 MCALESTER ARMY AMMO PLANT<br/>WHOLESALE SUP ACCT<br/>MCALESTEROK 74501-5000</div> | REL CD           | MILSTRIP | ADDR       | SIG CD | MARK FOR | TP CD | 001 | FW202630972001A | W44XMF | L |  | 3 | DEL REL CD | QUANTITY | DAYS AFTER AWARD | 001 | 288 | 1050 | 002 | 222 | 1080 |  |  |  |  |
| REL CD     | MILSTRIP  | ADDR             | SIG CD   | MARK FOR   | TP CD  |          |       |     |                 |        |   |  |   |            |          |                  |     |     |      |     |     |      |  |  |  |  |
| 001        | FW202630972001A   | W44XMF           | L        |            | 3      |          |       |     |                 |        |   |  |   |            |          |                  |     |     |      |     |     |      |  |  |  |  |
| DEL REL CD | QUANTITY  | DAYS AFTER AWARD |          |            |        |          |       |     |                 |        |   |  |   |            |          |                  |     |     |      |     |     |      |  |  |  |  |
| 001        | 288   | 1050             |          |            |        |          |       |     |                 |        |   |  |   |            |          |                  |     |     |      |     |     |      |  |  |  |  |
| 002        | 222   | 1080             |          |            |        |          |       |     |                 |        |   |  |   |            |          |                  |     |     |      |     |     |      |  |  |  |  |
| 0001AD     | <div><u>PRODUCTION QUANTITY</u><br/><br/>NOUN: FMU-143 B/B BOMB FUZE<br/>PRON: U14A0K18HI PRON AMD: 01<br/>AMS CD: 41401506020<br/>CUSTOMER ORDER NO: FD20200418075<br/><br/><u>Packaging and Marking</u><br/><br/><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Origin<br/><br/><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>FW202633162001</td><td>FY8742</td><td>L</td><td></td><td>3</td></tr></table><table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DAYS AFTER AWARD</td></tr></table></div>  | REL CD           | MILSTRIP | ADDR       | SIG CD | MARK FOR | TP CD | 001 | FW202633162001  | FY8742 | L |  | 3 | DEL REL CD | QUANTITY | DAYS AFTER AWARD |     |     |      |     |     |      |  |  |  |  |
| REL CD     | MILSTRIP  | ADDR             | SIG CD   | MARK FOR   | TP CD  |          |       |     |                 |        |   |  |   |            |          |                  |     |     |      |     |     |      |  |  |  |  |
| 001        | FW202633162001  | FY8742           | L        |            | 3      |          |       |     |                 |        |   |  |   |            |          |                  |     |     |      |     |     |      |  |  |  |  |
| DEL REL CD | QUANTITY  | DAYS AFTER AWARD |          |            |        |          |       |     |                 |        |   |  |   |            |          |                  |     |     |      |     |     |      |  |  |  |  |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001AE  | 0011281080   |          |      |            |        |
|         | 0023501110   |          |      |            |        |
|         | 0033501140   |          |      |            |        |
|         | 0043501170   |          |      |            |        |
|         | 0053501200   |          |      |            |        |
|         | 006561230  |          |      |            |        |
|         | FOB POINT: Origin  |          |      |            |        |
|         | SHIP TO: <u>PARCEL POST ADDRESS</u><br>(FY8742) FY8742 MCALESTER ARMY AMMO PLANT<br>CML PHN 918 429 6252<br>AF MUNITIONS STORAGE SITE<br>MCALESTER OK 74501  |          |      |            |        |
|         | <u>PRODUCTION QUANTITY</u>   |          |      |            |        |
|         | NOUN: FMU-143 (D-2)/B FUZE<br>PRON: UG4A0K18M2 PRON AMD: 01<br>AMS CD: 41401506020<br>CUSTOMER ORDER NO: FD20200418074   |          |      |            |        |
|         | <u>Packaging and Marking</u>   |          |      |            |        |
|         | <u>Inspection and Acceptance</u><br>INSPECTION: Origin ACCEPTANCE: Origin  |          |      |            |        |
|         | <u>Deliveries or Performance</u><br>DOC SUPPL<br><u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br>001 DSRV4532057604 DSR003 L DSRV00 2<br><u>PROJ CD BRK BLK PT</u><br>DSR003<br><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u><br>001 6 1230 |          |      |            |        |
|         | FOB POINT: Origin  |          |      |            |        |
|         | SHIP TO: <u>PARCEL POST ADDRESS</u><br>(DSR003) THE MARITIME CO FOR NAVIGATION<br>249 SHIPYARD BLVD<br>WILMINGTON, NC 28412-6227   |          |      |            |        |
|         | MARK FOR: HQ US MIL TNG MSN<br>ATTN DAD<br>APO NEW YORK 09616  |          |      |            |        |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|---|----------|------|--------------|--------------|
| 0001AF  | <p>The FMU-143 (D-2)/B Fuze is a modified version of the FMU-143 B/B.</p> <p>(End of narrative F001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FMU-143 B/B FUZE<br/>PRON: U13A1L18M2 PRON AMD: 01<br/>AMS CD: 41401506026<br/>CUSTOMER ORDER NO: FD20200317113</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>001 FW202631472002 FY8742 L 3<br/><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u><br/>001 288 1230<br/><br/>002 350 1260<br/><br/>003 350 1290<br/><br/>004 64 1320</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(FY8742) FY8742 MCALESTER ARMY AMMO PLANT<br/>CML PHN 918 429 6252<br/>AF MUNITIONS STORAGE SITE<br/>MCALESTER OK 74501</p> |          |      |              |              |
| 0002    | <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>(End of narrative B001)</p>  |          |      | \$ ** NSP ** | \$ ** NSP ** |



Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Destination</p> <p>SECURITY CLASS:   Unclassified</p> <p>Inspection and Acceptance<br/>INSPECTION:   Origin      ACCEPTANCE:   Desstination</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative F001)</p> |          |      |            |        |

|   |  |   |
|---|--|---|
| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52P1J-04-R-0032      <b>MOD/AMD</b></p> | <p align="right"><b>Page 10 of 61</b></p> |
|---|--|---|

**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

|     | <u>Regulatory Cite</u> | <u>Title</u>            | <u>Date</u> |
|-----|------------------------|-------------------------|-------------|
| C-1 | 52.210-4501<br>LOCAL   | DRAWINGS/SPECIFICATIONS | MAR/1988    |

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement. Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 8983300 with revisions in effect as of 20 AUGUST 2004. Engineering exceptions apply to this procurment action:

"THE FOLLOWING DRAWINGS, SPECIFICATIONS AND DOCUMENTS ARE APPLICABLE TO THIS PROCUREMENT: DATA LIST 8983300, DATED 20 AUGUST 2004, REVISION K AND REVISIONS OF DOCUMENTS THEREON."

GFM/GFE: DRAWING NO.  
  
Three (3) PA 60 Container  
P/N: 9234843

(End of statement of work)

(CS6100)

|     |                      |  |          |
|-----|----------------------|--|----------|
| C-2 | 52.225-4502<br>LOCAL | STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION | FEB/1992 |
|-----|----------------------|--|----------|

All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of statement of work)

(CS7103)

|     |                      |   |          |
|-----|----------------------|---|----------|
| C-3 | 52.246-4506<br>LOCAL | STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL | FEB/1999 |
|-----|----------------------|---|----------|

In accordance with DI-MGMT-80004 and contract clause 52.246-4506, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

1.0 General Management Plan

This section shall define management's SPC responsibilities and involvement and shall include management's commitment to continuous process improvement. The plan shall embrace a total commitment to quality and shall be capable of standing on its own merit.

1.1 Policy/Scope: Describe the Contractor's policy for applying SPC, including goals and management commitment to SPC.

1.2 Applicable Document: List documents that are the basis for the contractor's SPC program (i.e., ANSI standard, textbooks, Government documents).

1.3 SPC Management Structure: Define the SPC management structure within the organization. Identify and include interrelationships of all departments involved in SPC (i.e., Production, Quality, Engineering, Purchasing, etc.). Identify by job title or position all key personnel within departments involved in the application of SPC. Describe which functions are performed by key personnel and when these functions are performed (i.e., include personnel responsible for performing inspections/audits, charting and interpreting data; personnel responsible for determining, initiating and implementing corrective action upon detecting assignable causes, etc.).

1.4 SPC Training: Identify by job title or position the primary individual responsible for overseeing that SPC training is accomplished. Describe the qualification program required and in use for all personnel utilizing SPC techniques, including

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the qualification of trainers. Identify who is to be trained and the type, extent and length of such training (i.e., on-the-job, classroom, etc.). Identify when refresher training is required and how personnel using SPC techniques are monitored.

1.5 Manufacturing Controls: Identify the criteria for performing SPC gage capability studies and describe how and when these studies should be applied. Repeatability and accuracy of gages should be addressed.

1.6 Determination of SPC Use: Describe how the process/operation parameters are determined appropriate for SPC application and explain what actions are taken if SPC is not deemed appropriate for critical, special and major process/operation parameters (i.e., Pareto analysis, analysis of characteristics with tight tolerances, etc.).

1.7 Process Stability and Capability:

a. Identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations. Describe what actions are taken as methodologies when process capability is for variable and attribute data. To determine a capable process, the process/operation parameters shall meet the following requirements:

(1) Variable data: Process capability (Cp) shall be determined. Process performance index shall be greater than or equal to 1.33 (Cpk). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (Cpk).

(2) Attribute data: Process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent (Cpk = 1.33).

b. Describe what actions will be taken if process/operation is sub-marginal or marginal (Cpk less than 1.33 or 2.0 for criticals or grand average fraction defective is greater than .003 percent).

c. Include analysis of statistical distributions and define all formulas and symbology utilized.

1.8 Control Chart Policy:

a. Type of charts to be used (i.e.,  $\bar{x}$  bar/R x bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.

b. Procedures for establishing and updating control limits, including frequency of adjustments.

c. Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken, to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.

d. Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.

1.9 Vendor/Subcontractor Purchase Controls: Identify whether suppliers are required to utilize SPC and describe the extent the vendor's policies and procedures are consistent with in-house procedures of the prime contractor. Describe the following: methods utilized to determine that suppliers have adequate controls to assure defective product is not produced and delivered; the system utilized to audit suppliers, what will be audited and how often, what action will be taken when out-of-control conditions exist at subcontractor/vendor facilities.

1.10 SPC Audit System: At a minimum, the contractor's SPC Audit System shall consist of auditing compliance with the planned arrangements specified in the general and detailed SPC plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.

1.11 SPC Records: Identify various records to be used in support of SPC and describe their use. Identify retention periods.

2.0 Detailed Plan:

This section shall detail specific manufacturing process/operation parameters under control.

2.1 Control of Process/Operation Parameters or Characteristics:

a. Identify the following for each process/operation by name or characteristic under control:

(1) Identify process/operation by name or characteristic and provide rationale for selection; justification

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for nonselection if the parameter or characteristic is identified as critical, special and/or major.

(2) Describe how the characteristic is produced; the chain of events, type and number of machines involved, location of manufacturing facility, tolerances maintained, etc.

(3) Production and inspection machinery used. Include the production rate, number of shifts and length of shifts plus whether inspection is fully or semi-automatic or manual. If manual, identify the type of gages in use.

(4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or subcontracted out; identify facility/vendor where process/operation parameters are targeted for SPC.

2.2 Reduction or Elimination of Inspection/Test: The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the requirements of the SPC contract clause and this SOW are met. Each request shall contain and/or address the following: control charts documenting twenty (20) consecutive production shifts or more for the same process/operation parameter under control; type of control chart utilized; control chart limits and process average or grand average fraction defective (as applicable); definition of out-of-control condition and corrective actions taken during out-of-control conditions; specification and part number.

(End of statement of work)

(CS7100)

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| C-4 | 52.246-4535 | STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR | AUG/2004 |
|     | LOCAL       | BALLISTIC TESTING  |          |

Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. The Report of Contractor Ballistic Testing is prepared IAW DI-MISC-80246. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

**AEPS Access Procedures**

The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

<http://aeps.ria.army.mil/aepspublic.cfm>

You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:

Approval: (YES/NO)  
Supervisor Name  
Supervisor E-Mail  
Supervisor Phone

The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

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Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

AEPS HELP-DESK and Problem Reporting Procedures

Reporting Problems - The AEPS Help Desk has several means of reporting problems:

Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative  
Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426  
Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426  
Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:

<http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

FAQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsqa.cfm>) page to get answers on access problems as another means of assistance.

The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

"Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>  
"Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify OSC-WARP@osc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to OSC-WARP@osc.army.mil. The email must contain manufacturer's name, address where performance of the contract will

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take place, and a point of contact.

Report of Contractor Ballistic Testing Module

In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.

The LATR tab on the WARP opening page provides access to the upload process.

An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.

The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

(End of statement of work)

(CS7200)

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| C-5 | 52.248-4502 | CONFIGURATION MANAGEMENT DOCUMENTATION | MAY/2001 |
|     | LOCAL       |  |          |

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of clause)

(CS7600)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

|     | <u>Regulatory Cite</u> | <u>Title</u>           | <u>Date</u> |
|-----|------------------------|------------------------|-------------|
| D-1 | 52.211-4508<br>LOCAL   | PACKAGING REQUIREMENTS | JUL/1997    |

Packaging shall be in accordance with SPI 01-224-0813, revision G, dated 28 AUGUST 2003.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with SPI 02-224-0813, REV. G, dated 28 AAUG 2003. 2-D Bar code marking is required in accordance with MIL-STD-129, REV. P, with Change Notice 2, dated 10 FEB 2004.

EXCEPTION: The following shall apply to SPI 01-224-0183, REV G, DATED 28 AUG 2003:

AIR FORCE ITEM: The United Nations (UN) Performance Oriented Packaging (POP) marking provided on the drawing SPI 01-224-0813 does not apply to this procurement. Prior to shipment, the manufacturer shall make sure the container has been tested for compliance with UN POP requirements in accordance with Title 49 Code of Federal Regulations. All performance test requirements shall be supported by certificates and reports attesting to the date and the data results obtained from performance oriented packaging testing. The contractor, if not a selfcertifier, shall be responsible for assuring that third party sources providing performance testing services are in fact, registered with the Department of Transportation. All certificates and reports shall be available for inspection by authorized government representatives, for a period of three years. All exterior containers will be marked with the UN POP marking provided by the contractor in accordance with Title 49 Code of Federal Regulations and MIL-STD-129, REV P, WITH CHANGE NOTICE 2, DATED 10 FEB 2004..

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on SPI 01-224-0813. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

PROPER SHIPPING NAME MARKING: The proper shipping name and ID number for NSN 1325-01-323-9171-F809 is "FUZES, DETONATING UN 0410".

(End of clause)

(DS6303)

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| D-2   | 52.247-4517<br>LOCAL | PALLETIZATION INSTRUCTION | MAR/1992 |
| Palletization shall be in accordance with SPI 01-224-0813, revision G, dated 28 AUG 2003. Marking shall be in accordance with MIL-STD-129, Rev. P, with Change Notice 2, dated 10 FEB 2004. 2-D Bar Code marking is required. |                      |                           |          |

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HEAT TREAT WOOD QUALITY MARKING:

All non-manufactured wood used in the palletized load shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The pallet manufacturer and the manufacturer of wood to build filler assemblies and spacer/support gate assemblies for the palletized load, shall be affiliated with an inspection agency accredited by the American Lumber Standards Committee. The pallet manufacturer and the manufacturer of wood used to build filler assemblies and spacer/support gate assemblies for the palletized load shall ensure traceability to the original source of heat treatment. Each pallet, filler assembly, and spacer/support gate assembly, shall be marked to show the conformance to the International Plant Protection Convention Standard. Pallets, filler assemblies and spacer/support assemblies made of non-manufactured wood shall be heat treated and marked appropriately. The quality mark for the pallet shall be placed on two opposite end posts on the same side as the preservative marking. The quality mark for the filler assemblies and spacer/support assemblies shall be placed on two opposite sides. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(End of clause)

(DS6204)



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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>                            | <u>Date</u> |
|-----|------------------------|---|-------------|
| E-1 | 52.246-2               | INSPECTION OF SUPPLIES-FIXED-PRICE      | AUG/1996    |
| E-2 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES             | APR/1984    |
| E-3 | 52.209-4512<br>LOCAL   | FIRST ARTICLE TEST (CONTRACTOR TESTING) | MAY/1994    |

a. The first article shall consist of:

75 FMU-143 B/B Fuzes per paragraph 4.1.2.1 of SP8983300A, Part II, dated 15 MARCH 1994

which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

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d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to SFSJM-QAP. Contractors Eligible for waiver of FAT: None

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of clause)

(ES6031)

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| E-4 | 52.245-4537 | ACCEPTANCE INSPECTION EQUIPMENT (AIE) | FEB/2002 |
|     | LOCAL       |                                       |          |

a. Acquisition, maintenance, and disposition of Acceptance Inspection Equipment (AIE) shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1. AIE shall be used to assure conformance of components and end items to contract requirements. AIE shall include all types of inspection, measuring, and test equipment whether Government furnished, contractor designed, or commercially acquired, along with the necessary specifications, and the procedures for their use.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) necessary, except for the Government Furnished Equipment (GFE) listed in paragraph (g.8). The GFE shall be provided in accordance with the Government Property clause of this contract. The Contractor is responsible for contacting NSWC Corona at least 45 days in advance of the date the GFE is required to schedule delivery. Government furnished AIE shall not be used by the contractor or his subcontractor in lieu of in-process or work gages.

c. Contractor AIE designs, specifications, and procedures for Critical, Major, Special, and Minor characteristics shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423. All Contractor AIE documentation requiring Government approval shall contain sufficient information to permit evaluation of the AIE's ability to test, verify or measure the characteristic or parameter with the required accuracy and precision. Contractor designed AIE requiring Government approval shall be made either in accordance with the equipment drawings specified in section C of contract (Description/Specification Section), or in accordance with any other design documentation provided that it is approved by the Government. The Government will approve the AIE documentation or provide requirements for approval within 45 days of receipt. The Contractor shall be responsible for any delays resulting from late submission of AIE documentation to the Government for approval, and any delays resulting from the submission of inadequate or incomplete AIE documentation.

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d. The contractor must ensure that all AIE is approved and available for use prior to First Article Submission, if First Article is required, or prior to initiation of production under this contract.

e. Resubmission of AIE design, specification, and procedure documentation for approval on a follow-on contract is not required provided inspection characteristic parameters specified in the current technical data package and the previously approved AIE documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during the performance of this contract, use of any AIE not meeting the requirements of the approved design, specification, or procedure documentation.

g. Navy Special Interface Gage Requirements (NSIG)

1. The Navy Special Interface Gages listed under this clause will be forwarded to the Contractor for joint use by the Contract Administration Office (CAO) and the Contractor.

2. The Contractor may substitute contractor designed and built AIE for the NSIG noted as applicable in paragraph g.8. However, the designs require Government approval and the contractor AIE hardware requires Government certification. AIE designs shall be submitted in accordance with paragraph c. The contractor shall notify NSWC Corona prior to submission of AIE for certification. Two copies of each Government approved contractor AIE drawing shall accompany the contractor AIE hardware sent to the Government for certification. The Government shall perform the contractor AIE certification, return the hardware and provide notification of acceptance or rejection to the Contractor within 45 days of receipt of the contractor AIE. The contractor shall be responsible for any delays resulting from late submission of documentation or hardware. The Contractor shall also submit the calibration periods for each contractor AIE for approval. The Government shall affix Calibration stickers to the contractor AIE for Quality Assurance Representative (QAR) identification.

3. The NSIGs are provided for verification of selected interface dimensions and do not constitute sole acceptance criteria of production items or relieve the Contractor of meeting all drawing/specification requirements under the contract.

4. Items that fail to be accepted by the applicable NSIGS may be inspected by another means to determine acceptance or rejection, provided the alternate inspection method is acceptable to the government approval authority.

5. The Government shall not be responsible for discrepancies or delays in production items resulting through misuse, damage or excessive wear to the NSIGs.

6. Calibration and repair of the NSIGs shall only be performed as authorized by the Naval Surface Warfare Center (NSWC), Corona Division. Repair is at no cost to the Contractor unless repair is required due to damage to the gages resulting from Contractor fault or negligence. Damaged, worn, or otherwise unserviceable NSIGs shall be brought to the immediate attention of the CAO and NSWC Corona. The Contractor shall not make any adjustments, alterations or add permanent markings to NSIG hardware unless specified by the NSIG operating instructions or authorized by the Designated Technical Activity.

7. Within 45 days after final acceptance of all production items, the NSIGs shall be shipped to NSWC, Corona Division, ATTN: Receiving Officer, Bldg 575, Gage Laboratory, 1999 Fourth St., Norco, CA 92860-1915. The following specifications are applicable:

- (i) Shipping, MIL-STD-2073, "DOD Standard Practice for Military Packaging"
- (ii) Marking, MIL-STD-129, "Marking for Shipment and Storage".

8. The following NSIGs shall be provided and are mandatory for use except as noted by an (x) for paragraph (g.2) applicability.

Name of Offeror or Contractor:

Para.  
g.2  
applies Drawing Rev Char NSIG Qty Dimensions Weight Value

(End of clause)

(ES6032)

E-5 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT FEB/2004  
LOCAL

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- ( ) ISO 9002
- ( ) ISO 9001-2000; only design/development exclusions permitted
- (x ) ISO 9001-2000; no exclusions permitted

or an alternate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-6 52.246-4506 STATISTICAL PROCESS CONTROL (SPC) FEB/2004  
LOCAL

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance \_\_\_\_\_

Contract Number(s) \_\_\_\_\_

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

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**Name of Offeror or Contractor:**

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC

program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process

Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor Statistical Process Control request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing

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shall  
be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall  
be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less  
than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission  
of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph g above.

l. Not used.

m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average  
fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification  
shall be made to the Government along with the associated documentation. Return to original inspection and test requirements  
may be imposed as stipulated in paragraph n below.

n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing  
and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of clause)

(ES6034)

E-7                      52.246-4528                      REWORK AND REPAIR OF NONCONFORMING MATERIAL                      MAY/1994  
LOCAL

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

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**Name of Offeror or Contractor:**

E-8      52.246-4532      DESTRUCTIVE TESTING      MAY/1994  
LOCAL

- a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.
- b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.
- c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.
- d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or in process testing, unless specifically authorized by the Contracting Officer.
- e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

E-9      52.246-4550      CRITICAL CHARACTERISTICS      FEB/2004  
LOCAL

- a. The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.
- b. The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.
- c. An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.
- d. Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.
- e. Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.
- Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item. The following (as a minimum) are classified as Level I critical nonconformances:
- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
  - (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
  - (3) A nonconformance that will result in violation of mandatory safety policies or standards. Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors,:
- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
  - (2) prevent performance of the tactical function of a major end item.
- f. In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his

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quality system, shall have procedures in place to ensure:

(1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.

(2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly is immediately stopped.

(3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.) (DI-SAFT-80970A).

(4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.

(5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.

(6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.

g. The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:

(1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.

(2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.

(3) Means of tracking nonconformance rate, investigative results and corrective actions taken.

(4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate.

The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.

h. If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.

i. The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

(ES7500)



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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>             | <u>Date</u> |
|-----|------------------------|--------------------------|-------------|
| F-1 | 52.242-15              | STOP-WORK ORDER          | AUG/1989    |
| F-2 | 52.242-17              | GOVERNMENT DELAY OF WORK | APR/1984    |
| F-3 | 52.211-16              | VARIATION IN QUANTITY    | APR/1984    |

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Ten (10) percent increase

Ten (10) percent decrease

This increase or decrease shall apply to the total contract quantity.

(End of clause)

(FF7021)

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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

|     | <u>Regulatory Cite</u>    | <u>Title</u>  | <u>Date</u> |
|-----|---------------------------|---|-------------|
| H-1 | 252.247-7024<br>DFARS     | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA   | MAR/2000    |
| H-2 | 223.370-<br>4(A)(3) LOCAL | DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING<br>CONTRACT COMPLETION OR TERMINATION | JUN/1999    |
| H-3 | 252.223-7001<br>DFARS     | HAZARD WARNING LABELS   | DEC/1991    |

\*\*\*

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None")      ACT

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(End of Clause)

(HA8704)

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|-----|----------|--|----------|
| H-4 | 52.223-3 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA | JAN/1997 |
|-----|----------|--|----------|

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(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material      Identification NO.

(If none, insert NONE)

\*\*\*

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

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NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander  
U.S. Army Field Support Command (AFSC)  
ATTN: AMSFS-SF  
Rock Island, IL 61299-6500

Commander  
U.S. Army Field Support Command (AFSC)  
ATTN: AMSFS-TD  
Rock Island, IL 61299-6500

Commander  
U.S. Army Field Support Command (AFSC)  
ATTN: AMSFS-CCA-M  
Rock Island, IL 61299-6500

Commander  
U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)  
ATTN: AMSTA-AR-WEP-RP  
Rock Island, IL 61299-7630

(HF6011)

H-5      252.211-7003      ITEM IDENTIFICATION AND VALUATION  
DFARS

JAN/2004

(a) Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items. Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency

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identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subtitle, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for

(i) All items for which the Governments unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

| Contract Line, Subline, or Exhibit Line | Item Number | Item Description |
|---|-------------|------------------|
|   | 0001        | FMU-143 B/B Fuze |

System

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number N/A or Contract Data Requirements List Item Number Exhibit A.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.\*

(2) Unique identifier,\*\* consisting of

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

|   |  |   |
|---|--|---|
| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52P1J-04-R-0032      <b>MOD/AMD</b></p> | <p align="right"><b>Page 29 of 61</b></p> |
|---|--|---|

**Name of Offeror or Contractor:**

- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Quantity shipped.\*
- (9) Unit of measure.\*
- (10) Governments unit acquisition cost.\*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractors CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.\*
- (16) Acceptance code.

\* Once per contract line, subline, or exhibit line item.

\*\* Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

- (2) Unique item identifier of the embedded subassembly, component, or part, consisting of
  - (i) Concatenated DoD unique item identifier; or
  - (ii) DoD recognized unique identification equivalent.

- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Unit of measure.
- (9) Description.

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

|     |             |                             |          |
|-----|-------------|-----------------------------|----------|
| H-6 | 52.242-4506 | PROGRESS PAYMENT LIMITATION | MAR/1988 |
|     | LOCAL       |                             |          |

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed ten (10) percent of the initial award value of the contract.

(End of Clause)

(HS6002)

|     |             |                               |          |
|-----|-------------|-------------------------------|----------|
| H-7 | 52.245-4506 | GOVERNMENT FURNISHED PROPERTY | OCT/1994 |
|     | LOCAL       |                               |          |

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number -1- of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number -1- of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number -1- of this document, the Contractor shall immediately notify the Contracting Officer in writing.

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| Name of Offeror or Contractor: |   |               |

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the totalquantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

|     |               |   |          |
|-----|---------------|---|----------|
| H-8 | 246.671 LOCAL | MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) | JAN/1995 |
|-----|---------------|---|----------|

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

- Purchasing Office: HQ, U.S. Army Field Support Commands, ATTN: AMSFS-CCA-M (Wanda Malvik)
- Production Management: HQ, Joint Munitions Command, ATTN: SFSJM-CDB (Kimberly Wheat)
- Send additional copies of DD250 to addresses listed in the Contract Data Requirement List (CDRL) as described therein.

(End of clause)

(HS6025)

|     |                      |   |          |
|-----|----------------------|---|----------|
| H-9 | 242-1107(B)<br>LOCAL | INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS<br>REPORTS | JUN/1996 |
|-----|----------------------|---|----------|

a. Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number).

b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

| ACTIVITY                    | ADDRESS  | NO. OF COPIES |
|-----------------------------|--|---------------|
| Purchasing Office (PCO)     | HQ, US Army Field Support Command<br>ATTN: AMSFS-CCA-M (Wanda Malvik)<br>1 Rock Island Arsenal<br>Rock Island, IL 61299-6500 | 1             |
| Administration Office (ACO) | to be determined   | 3             |
| Production Manager          | HQ, Joint Munition Command<br>ATTN: SFSJM-CDB (Kimberly Wheat)<br>1 Rock Island Arsenal<br>Rock Island, IL 61299-6000        | 1             |
| Project Manager             | Commander<br>US Air Force, Hill<br>ATTN: AAC/WMX/Mahnaz Maung<br>Hill Air Force Base<br>Eglin Air Force Base, FL 32542-6844  | 1             |

(End of clause)

Name of Offeror or Contractor:

(HS6026)

|       |             |  |          |
|-------|-------------|--|----------|
| H-10  | 52.247-4545 | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
| LOCAL |             |  |          |

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1  | 52.202-1               | DEFINITIONS  | JUL/2004    |
| I-2  | 52.203-3               | GRATUITIES   | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES   | APR/1984    |
| I-4  | 52.203-6               | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | JUL/1995    |
| I-5  | 52.203-7               | ANTI-KICKBACK PROCEDURES   | JUL/1995    |
| I-6  | 52.203-8               | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997    |
| I-7  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997    |
| I-8  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | JUN/2003    |
| I-9  | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER   | AUG/2000    |
| I-10 | 52.204-7               | CENTRAL CONTRACTOR REGISTRATION  | OCT/2003    |
| I-11 | 52.209-6               | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JAN/2005    |
| I-12 | 52.211-5               | MATERIAL REQUIREMENTS  | AUG/2000    |
| I-13 | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | SEP/1990    |
| I-14 | 52.215-2               | AUDIT AND RECORDS - NEGOTIATION  | JUN/1999    |
| I-15 | 52.215-8               | ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT  | OCT/1997    |
| I-16 | 52.215-11              | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS   | OCT/1997    |
| I-17 | 52.215-12              | SUBCONTRACTOR COST OR PRICING DATA   | OCT/1997    |
| I-18 | 52.215-13              | SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS   | OCT/1997    |
| I-19 | 52.215-14              | INTEGRITY OF UNIT PRICES   | OCT/1997    |
| I-20 | 52.215-18              | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS                                   | OCT/1997    |
| I-21 | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS   | MAY/2004    |
| I-22 | 52.219-9               | SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II   | OCT/2001    |
| I-23 | 52.219-9               | SMALL BUSINESS SUBCONTRACTING PLAN   | JAN/2002    |
| I-24 | 52.219-14              | LIMITATIONS ON SUBCONTRACTING  | DEC/1996    |
| I-25 | 52.219-25              | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING                                    | OCT/1999    |
| I-26 | 52.222-3               | CONVICT LABOR  | JUN/2003    |
| I-27 | 52.222-4               | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION   | SEP/2000    |
| I-28 | 52.222-19              | CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES  | JUN/2004    |
| I-29 | 52.222-20              | WALSH-HEALEY PUBLIC CONTRACTS ACT  | DEC/1996    |
| I-30 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999    |
| I-31 | 52.222-26              | EQUAL OPPORTUNITY  | APR/2002    |
| I-32 | 52.222-35              | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                | DEC/2001    |
| I-33 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | JUN/1998    |
| I-34 | 52.222-37              | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                | DEC/2001    |
| I-35 | 52.223-6               | DRUG-FREE WORKPLACE  | MAY/2001    |
| I-36 | 52.225-1               | BUY AMERICAN ACT-SUPPLIES  | JUN/2003    |
| I-37 | 52.225-14              | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT  | FEB/2000    |
| I-38 | 52.227-1               | AUTHORIZATION AND CONSENT  | JUL/1995    |
| I-39 | 52.227-2               | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  | AUG/1996    |
| I-40 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES  | APR/2003    |
| I-41 | 52.230-2               | COST ACCOUNTING STANDARDS  | APR/1998    |
| I-42 | 52.232-1               | PAYMENTS   | APR/1984    |
| I-43 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT   | FEB/2002    |
| I-44 | 52.232-11              | EXTRAS   | APR/1984    |
| I-45 | 52.232-16              | PROGRESS PAYMENTS (APR 2003) - ALTERNATE I   | MAR/2000    |
| I-46 | 52.232-17              | INTEREST   | JUN/1996    |
| I-47 | 52.232-23              | ASSIGNMENT OF CLAIMS   | JAN/1986    |
| I-48 | 52.232-25              | PROMPT PAYMENT   | OCT/2003    |
| I-49 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION   | OCT/2003    |
| I-50 | 52.233-1               | DISPUTES   | JUL/2002    |
| I-51 | 52.233-3               | PROTEST AFTER AWARD  | AUG/1996    |
| I-52 | 52.233-3               | PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I   | JUN/1985    |



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|------|------------------------|---|-------------|
| I-53 | 52.242-2               | PRODUCTION PROGRESS REPORTS   | APR/1991    |
| I-54 | 52.242-12              | REPORT OF SHIPMENT (REPSHIP)  | JUN/2003    |
| I-55 | 52.242-13              | BANKRUPTCY  | JUL/1995    |
| I-56 | 52.243-1               | CHANGES - FIXED PRICE   | AUG/1987    |
| I-57 | 52.243-7               | NOTIFICATION OF CHANGES   | APR/1984    |
| I-58 | 52.245-1               | PROPERTY RECORDS  | APR/1984    |
| I-59 | 52.245-2               | GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)   | MAY/2004    |
| I-60 | 52.245-18              | SPECIAL TEST EQUIPMENT  | FEB/1993    |
| I-61 | 52.245-19              | GOVERNMENT PROPERTY FURNISHED "AS IS"   | APR/1984    |
| I-62 | 52.246-23              | LIMITATION OF LIABILITY   | FEB/1997    |
| I-63 | 52.247-63              | PREFERENCE FOR U.S. - FLAG AIR CARRIERS   | JUN/2003    |
| I-64 | 52.249-2               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)   | MAY/2004    |
| I-65 | 52.249-8               | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  | APR/1984    |
| I-66 | 52.253-1               | COMPUTER GENERATED FORMS  | JAN/1991    |
| I-67 | 252.203-7001           | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES                                | MAR/1999    |
| I-68 | 252.203-7002           | DISPLAY OF DOD HOTLINE POSTER   | DEC/1991    |
| I-69 | 252.204-7000           | DISCLOSURE OF INFORMATION   | DEC/1991    |
| I-70 | 252.204-7003           | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT  | APR/1992    |
| I-71 | 252.204-7004           | REQUIRED CENTRAL CONTRACTOR REGISTRATION  | NOV/2003    |
| I-72 | 252.204-7004           | CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A  | NOV/2003    |
| I-73 | 252.205-7000           | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS   | DEC/1991    |
| I-74 | 252.211-7000           | ACQUISITION STREAMLINING  | DEC/1991    |
| I-75 | 252.215-7000           | PRICING ADJUSTMENTS   | DEC/1991    |
| I-76 | 252.215-7002           | COST ESTIMATING SYSTEM REQUIREMENTS   | OCT/1998    |
| I-77 | 252.219-7003           | SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)                       | APR/1996    |
| I-78 | 252.223-7002           | SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES  | MAY/1994    |
| I-79 | 252.223-7003           | CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES  | DEC/1991    |
| I-80 | 252.223-7004           | DRUG-FREE WORK FORCE  | SEP/1988    |
| I-81 | 252.225-7012           | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES   | MAY/2004    |
| I-82 | 252.225-7014           | PREFERENCE FOR DOMESTIC SPECIALTY METALS  | APR/2003    |
| I-83 | 252.226-7001           | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004    |
| I-84 | 252.231-7000           | SUPPLEMENTAL COST PRINCIPLES  | DEC/1991    |
| I-85 | 252.232-7004           | DOD PROGRESS PAYMENT RATES  | OCT/2001    |
| I-86 | 252.242-7000           | POSTAWARD CONFERENCE  | DEC/1991    |
| I-87 | 252.243-7001           | PRICING OF CONTRACT MODIFICATIONS   | DEC/1991    |
| I-88 | 252.245-7001           | REPORTS OF GOVERNMENT PROPERTY  | MAY/1994    |
| I-89 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT  | MAR/2003    |
| I-90 | 252.246-7001           | WARRANTY OF DATA  | DEC/1991    |
| I-91 | 252.249-7002           | NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION   | DEC/1996    |

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|-------------|---------------------------------|-------------------|-------------|
| I-92<br>*** | 52.248-1                        | VALUE ENGINEERING | FEB/2000    |

(m) Data. The Contractor may restrict the Government's right to use any part of a VECF or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract \_\_\_\_\_-1-\_\_\_\_, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECF is accepted, the Contractor hereby grants the Government unlimited rights in the VECF and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECF and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

|      |          |   |          |
|------|----------|---|----------|
| I-93 | 52.217-6 | EVALUATED OPTION FOR INCREASED QUANTITY | MAR/1989 |
|------|----------|---|----------|

- a. This solicitation includes an evaluated option (See Section M).
- b. The Government reserves the right to increase the quantity of FMU-143 B/B Fuze System by a quantity of up to and including but not exceeding 100% percent as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered in the Schedule for item 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding deliver of last unit by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
- f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
- g. Offered Unit Prices for the Option Quantities are:

|                                     | <u>Unit Price</u> |
|-------------------------------------|-------------------|
| Evaluated Option<br>(F.O.B. Origin) | \$_____ CLIN 0001 |

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

|                           |  |                      |
|---------------------------|--|----------------------|
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**Name of Offeror or Contractor:**

(End of Clause)

(IF6080)

I-94      52.217-9      OPTION TO EXTEND THE TERM OF THE CONTRACT      MAR/2000

- (a) The Government may extend the term of this contract by written notice to the Contractor prior to delivery of last unit, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed six years.

(End of Clause)

(IF6066)

I-95      52.222-26      EQUAL OPPORTUNITY (APR 2002) - ALTERNATE I      FEB/1999  
Notice. The following terms of this clause are waived for this contract: NONE .

\*\*\*

(End of clause)

(IF6064)

I-96      52.222-35      EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE      DEC/2001  
VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 01) ALT 1 (DEC 01)  
NOTICE: The following term(s) of this clause are waived for this contract: NONE .

(End of clause)

(IF6044)

I-97      52.243-7      NOTIFICATION OF CHANGES      APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's

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| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-04-R-0032      MOD/AMD</p> | <p style="text-align: right;"><b>Page 36 of 61</b></p> |
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**Name of Offeror or Contractor:**

notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

|      |           |   |          |
|------|-----------|---|----------|
| I-98 | 52.246-17 | WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE | JUN/2003 |
|------|-----------|---|----------|

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance of the products.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 180 days after discovery of the defect.

(End of clause)

(IF6070)

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|------|----------|---|----------|
| I-99 | 52.209-3 | FIRST ARTICLE APPROVAL - CONTRACTOR TESTING | SEP/1989 |
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| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52P1J-04-R-0032      <b>MOD/AMD</b></p> | <p align="right"><b>Page 37 of 61</b></p> |
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(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked "FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of clause)

(IF7018)

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|-------|-----------|----------------------------|----------|
| I-100 | 52.223-11 | OZONE-DEPLETING SUBSTANCES | MAY/2001 |
| ***   |           |                            |          |

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in a manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) \_\_\_\_\_\*\_\_\_\_\_,  
a substance(s) which harm(s) public health and environment by destroying ozone  
in the upper atmosphere."

\*The Contractor shall insert the name of the substance(s).

(End of clause)

(IF7098)

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| I-101                                    | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | DEC/2004 |
| (a) Definitions. As used in this clause- |          |                                   |          |

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

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(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

(IF7045)

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| I-102 | 52.245-2 | GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004) - ALTERNATE I (DEVIATION) | APR/1984 |
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(g)(6) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for the continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--\*\*\*

(End of clause)

(IF7109)

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| I-103 | 52.245-9 | USE AND CHARGES (DEVIATION) | APR/1984 |
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(a) Definitions. As used in this clause--

Acquisition cost" means the acquisition cost recorded in the contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property" means property owned or leased by the Government.

Real property" means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period" means the calendar period during which government property is made available for commercial purposes.

Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its

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condition prior to rental (less normal wear and tear).

(b) General.

1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (c) of this clause.

2) The Contractor shall not use government property for commercial purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only a noninterference basis.

(c) Rental Charge.

1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause,, the administrative Contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

2) Other government property. The Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time portions of hours rounded to the next higher hour--

$$\text{rental charge} = (\text{Rental Time in hours}) (.02 \text{ per month}) (\text{Acquisition Cost})/720 \text{ hours per month}$$

3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver of relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

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(End of clause)

(IF7007)

I-104      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-105      29.303(C)      CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1)      MAY/1992  
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(End of clause)

(IF7002)

I-106      252.211-7005      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS      FEB/2003  
DFARS

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmamil/onebook/7.0/7.2.6/7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an



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SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-107 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT MAR/1998  
DFARS

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(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_

(Official's Name)

\_\_\_\_\_

(Title)

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(End of clause)

(IA7035)

I-108 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993  
LOCAL  
AUTHORITY OF GOVERNMENT REPRESENTATIVE  
52.201-4500 OSC (FEB 1993)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

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SECTION J - LIST OF ATTACHMENTS

| <u>List of<br/>Addenda</u> | <u>Title</u>   | <u>Date</u> | <u>Number<br/>of Pages</u> | <u>Transmitted By</u> |
|----------------------------|--|-------------|----------------------------|-----------------------|
| Exhibit A                  | CONTRACT DATA REQUIREMENTS LIST                                    |             | 005                        |                       |
| Attachment 001             | INSTRUCTION FOR COMPLETING DD FORM 1423                            |             | 001                        |                       |
| Attachment 002             | GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST<br>(CDRL)  |             | 002                        |                       |
| Attachment 003             | DOCUMENT SUMMARY LIST  |             | 003                        |                       |
| Attachment 004             | ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP                         |             | 001                        |                       |
| Attachment 005             | STATEMENT OF WORK - ACCOUNTABILITY INSTRUCTIONS                    |             | 001                        |                       |
| Attachment 006             | DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL<br>(ECP)   |             | 009                        |                       |
| Attachment 007             | DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)               |             | 002                        |                       |
| Attachment 008             | DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)            |             | 004                        |                       |
| Attachment 009             | DATA LIST - DOC NO: DL8983300, REV. K                              | 20-AUG-04   | 015                        |                       |
| Attachment 010             | LIST OF ADDRESS FOR DD FORM 1423                                   |             | 001                        |                       |
| Attachment 011             | DISCLOSURE OF LOBBYING ACTIVITIES                                  |             |                            |                       |
| Attachment 012             | DD FORM 2356 WARNING, THIS CONTRACT INVOLVES HAZARDOUS<br>MATERIAL |             |                            |                       |

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

|   | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|---|------------------------|---|-------------|
| K-1   | 252.209-7001<br>DFARS  | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY | SEP/2004    |
| K-2   | 52.219-1               | SMALL BUSINESS PROGRAM REPRESENTATIONS                                      | MAY/2004    |
| (a)(1) The North American Industry Classification System (NAICs) code for this acquisition is 332993.   |                        |   |             |
| (2) The small business size standard is 1500.   |                        |   |             |
| (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.   |                        |   |             |
| (b) Representations.  |                        |   |             |
| (1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.  |                        |   |             |
| (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.   |                        |   |             |
| (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.   |                        |   |             |
| (4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a veteran-owned small business concern.   |                        |   |             |
| (5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a service-disabled veteran-owned small business concern.  |                        |   |             |
| (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-  |                        |   |             |
| (i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and |                        |   |             |
| (ii) It ( ) is, ( ) is not a joint venture that complies with the   |                        |   |             |

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requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall0

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

|                           |  |                      |
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**Name of Offeror or Contractor:**

(End of provision)

(KF6003)

K-3 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I APR/2002

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

Black American

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

individual/concern, other than one of the preceding.

(KF6004)

K-4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JAN/2005

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (b) applies.

[ ] (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause # | Title | Date  | Change |
|--------------|-------|-------|--------|
| _____        | _____ | _____ | _____  |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

|                                  |  |                             |
|----------------------------------|--|-----------------------------|
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**Name of Offeror or Contractor:**

(KF7006)

K-5      52.209-5      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,      DEC/2001  
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).  
This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

(KF7033)

K-6      52.215-6      PLACE OF PERFORMANCE      OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, o intends, o does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

|  |  |
|--|--|
| PLACE OF PERFORMANCE<br>(STREET ADDRESS, CITY) | NAME AND ADDRESS OF OWNER<br>AND OPERATOR OF THE PLANT |
|--|--|

Name of Offeror or Contractor:

|                          |  |
|--------------------------|--|
| STATE, COUNTY, ZIP-CODE) | OR FACILITY IF OTHER THAN<br>OFFEROR OR RESPONDENT |
|--------------------------|--|

(End of provision)

(KF7035)

K-7                    52.225-2                    BUY AMERICAN ACT CERTIFICATE                    JUN/2003

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

(KF7031)

K-8                    252.247-7022                    REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA                    AUG/1992

DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

|                           |  |                      |
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.  
(LA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| L-1 | 52.204-6               | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER   | OCT/2003    |
| L-2 | 52.211-2               | AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L | DEC/2003    |
| L-3 | 52.232-13              | NOTICE OF PROGRESS PAYMENTS   | APR/1984    |
| L-4 | 52.211-14              | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE  | SEP/1990    |

Any contract awarded as a result of this solicitation will be a D0-A6 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

|     |          |                  |          |
|-----|----------|------------------|----------|
| L-5 | 52.216-1 | TYPE OF CONTRACT | APR/1984 |
|-----|----------|------------------|----------|

The Government contemplates award of a Firm Fixed Price (FFP) contract resulting from this solicitation.

(End of provision)

(LF6008)

|     |          |                    |          |
|-----|----------|--------------------|----------|
| L-6 | 52.233-2 | SERVICE OF PROTEST | AUG/1996 |
|-----|----------|--------------------|----------|

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (Susan Phares, ATTN: AMSFS-CCA-M, 1 Rock Island Arsenal, Rock Island, IL 61299-6500.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)



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**Name of Offeror or Contractor:**

L-7            52.211-4510            PARTNERING            AUG/2001  
AMC

\*\*\*The principal government representatives for this effort will be Ms. Susan Phares, Contracting Officer.

(End of Provision)

(LM6100)

L-8            52.211-4501            SINGLE PROCESSING INITIATIVES SAVINGS PROVISION            AUG/1999  
LOCAL

\*\*\*

(LS6040)

L-9            52.252-5            AUTHORIZED DEVIATIONS IN PROVISIONS            APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-10            AMC            AMC-LEVEL PROTEST PROGRAM            DEC/2000

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command

Office of Command Counsel ATTN: AMCCC-PL

5001 Eisenhower Avenue

Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680

Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-11            52.212-4501            ELECTRONIC AWARD NOTICE            APR/2001  
LOCAL

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/or> the Army Single Face to industry

|                           |  |                      |
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(ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

L-12      52.214-7 LOCAL      HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS      AUG/2004  
Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the AFSC Bid, Quote and Proposal Receiving Area, (309)782-7245/5053. If there is no answer on either of these extensions, the attendant should call (309)782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the AFSC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

Delivery is to be made to Building 350, 5th Floor, North Bay between Poles E3 and E4, "Bid, Quote, and Proposal Receiving Area", (309)782-7245/5053.

Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

L-13      52.215-4501      ARSENALS AS SUBCONTRACTORS      JUN/2000  
LOCAL  
This solicitation is open to competition between Department of Defense activities and private firms. Under the authority of 10 U.S.C. 2208(j), applicable working capital funded facilities are available as potential subcontractors.

(End of provision)

(LS7020)

L-14      52.222-1100      10 U.S.C. 4543 PILOT PROGRAM      FEB/2003  
LOCAL  
Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not

|                           |  |                      |
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more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant  
Mr. Paul McDaniel, Attn: JCMC-MO  
McAlester, Oklahoma 74501-9002  
(918) 420-6452  
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal  
Mr. William Peiffer, Attn: SOSRI-AP  
Rock Island, Illinois 61299-5000  
(309) 782-5178/4479  
peifferw@ria.army.mil

Watervliet Arsenal  
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP  
Watervliet, New York 12189-4050  
(518) 266-5052  
emccarthy@wva.army.mil

(End of clause)

(LS7010)

L-15                      15.503 LOCAL                      DISCLOSURE OF UNIT PRICES                      FEB/2004

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

**SECTION L - Submission of Requirements**

**a. General:**

(1) Proposals must comply with the following instructions. Deviations from these instructions may result in your proposal being considered inadequate for evaluation purposes. Proposals that do not contain the information requested in this document risk being determined unacceptable by the Government. If any offer submitted in response to this solicitation is favorably considered, a survey team may contact your facility to validate information provided in the proposal.

(2) The complete proposal, including executed solicitation and all amendments, along with all copies of the various required volumes shall be submitted to the Army at the address shown below no later than the date and time specified in the solicitation/amendment document(s). (See Section L of the RFP for details.) This office does not have the capability to accept electronic submissions and all data must be hardcopy and/or CD ROM as specified.

HQ, US Army Field Support Command

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**Name of Offeror or Contractor:**

ATTN: AMSFS-CCA-M/Wanda Malvik  
1 Rock Island Arsenal  
Rock Island, IL 61299-6500  
Phone: (309) 782-5929 Fax: (309) 782-5713  
Email: malvikw@afsc.army.mil

(3) Proposal Content: The proposal must clearly and convincingly communicate the capability of the offeror to perform the work required as described in this RFP. It must also clearly indicate that the offeror has a thorough understanding of the requirements and is able and willing to devote the necessary resources to meet the production schedule with a product that conforms to the requirements stated in the RFP. Statements that say no more than that the offeror understands the requirements are inadequate. The Government does not assume the duty to search for data or information to cure problems it finds in proposals. The burden of providing complete and thorough information to address the elements remains with the offeror.

**b. Proposal Submission Guidance:**

This section specifies the format that offerors shall use in their proposal. The intent is not to restrict the offerors in the manner in which they will prepare their proposals, but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes.

(1) Offerors shall submit their written portions of their proposal in separate volumes subject to the following identification and quantities:

| VOLUME | TITLE   | NO. OF COPIES REQUIRED   |  | PAGE LIMIT |
|--------|---|--|--|------------|
|        |   | (in addition<br>to Original)   |  |            |
| I      | TECHNICAL ABILITY (Critical Skills, Processes, and Procedures; Quality System; Tests and Inspections; & Management/Systems Engineering) | 5 paper copies with<br>proposal submission                               |  | 100 pages  |
| II     | PAST PERFORMANCE (Quality, QDRs and/or Quality Program Problems; On-Time Delivery; and Business Practices                               | 4 paper copies with proposal submission                                  |  | 75 pages   |
| III    | PRICE   | 2 paper copies and 1 Electronic copy(CD ROM)<br>with proposal submission |  | None       |
| IV     | SMALL BUSINESS UTILIZATION  | 2 paper copies with proposal submission                                  |  | None       |

(2) All information pertaining to a particular volume shall be confined to that volume. For example, all past performance information shall appear in Volume II. No price information shall be presented in Volumes I-II, and IV. All price information shall be limited to appearing only in Volume III. Information found in an incorrect volume will not be considered in the evaluation process.

(3) Each volume shall be provided in a separate binder, limited to the page restrictions outlined above. Please note that Volume I, Technical Ability, is limited to 100 pages, and Volume II, Past Performance, is limited to 75 pages. Excess pages will be removed from the backs of Volumes I and II and will NOT be read or evaluated. The cover, title page, tables of contents, divider pages, mandatory forms, consent letters, and exhibits will not be counted against page limitations. Sheets 11" X 17" may be used for purposes of submitting foldout charts and are part of the page limitation. The use of tabs and dividers is required.

(4) Each volume shall consist of a cover, a title page, a table of contents, and the body of the proposal. The table of contents shall provide sufficient detail to allow Government evaluators to easily identify the important factors. All factor narratives shall be separately tabbed and clearly identified.

(5) The cover shall contain the following items as a minimum:

"Proposal for FMU-143 B/B Fuze System, Solicitation W52P1J-04-R-0032"

Volume Number and Title

Name and Address of Offeror

|                                       |  |                      |
|---------------------------------------|--|----------------------|
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| <b>Name of Offeror or Contractor:</b> |  |                      |

Offeror Point of Contact and Phone Number

Identification of either "original" or "copy number \_\_\_\_ of \_\_\_\_" with the individual copies identified sequentially.

Date of submission

- (6) Each offeror shall submit only one offer. Alternate proposals will not be accepted.
- (7) Revised Final Proposal - If revised proposals are required, revisions shall be stricken through and corrections highlighted or otherwise identified. The offeror shall submit a summary of proposal changes and all annotated changes shall be in a different font color. Government evaluators will not review any data that was not identified during the evaluation phases of revised proposals.
- (8) The Government will not reimburse costs incurred by offerors associated with preparation of proposals.

c. Proposal Structure and Information to be Submitted:

Offerors shall provide information for each Factor and Subfactor in the format and sequence identified below. Offerors must provide information in sufficient detail to allow the Government to make a Best Value assessment of the following factors:

- Volume I - Technical Ability
- A. Critical Skills, Processes, and Procedures
  - B. Quality System
  - C. Tests and Inspections
  - D. Management/Systems Engineering
- Volume II - Past Performance
- A. Quality, Quality Deficiency Reports (QDRs) and/or Quality Program Problems
  - B. Business Practices
  - C. On-Time Delivery

Volume III - Price

Volume IV - Small Business Utilization

d. VOLUME I, TECHNICAL ABILITY: The Technical Ability volume shall be organized as described below:

Cover

Title Page

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- (1) Critical Skills, Processes, and Procedures:
- (a) Manufacturing. Discuss the proposed processes, equipment, and facilities that will be used to manufacture the item at the required production rates. Include a discussion of the critical processes and process control methods required for fabrication, testing, and sampling. Provide information as to whether the process/part is manufactured in-house or procured from a subcontractor/vendor. For each part: define all work to be accomplished by a subcontractor and provide the name of the subcontractor. Describe how the proposed manufacturing plan would handle increasing the quantity up to the 700 per month quantity. Describe any automated equipment and its benefit in maintaining a high production rate. Describe types and quantities of machines to be used. Describe how the proposed processes will prevent the formation of critical defects. Describe inventory management control of critical components to assure meeting a high production rate. Include descriptions of the electronic components and assemblies including the safety device and electronics assembly, control of soldering and cleaning processes, and potting, conformal coating, staking, welding and surface treatment operations. Provide a flow diagram of the proposed assembly line.
- (b) Explosives Handling. Discuss the manufacture, assembly, and handling of the fuze explosive components, including the lead and booster cup assembly. Explain methods to meet fuze safety and manufacturing requirements including critical defect prevention. Specifically address the safe and arm device and methods used to detect defects to avoid potential safety hazards. Include descriptions of the facilities/rooms where explosive material handling will take place. Discuss safe guards to minimize the hazards from explosive components, materials, and assemblies containing explosives though the whole production process including the Load, Assemble and Pack (LAP) process.

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(c) Submission of Contract Data Requirements List (CDRL) Items. Describe the offeror's understanding of the deliverable item requirements set forth in the solicitation. Discuss the offeror's ability to submit these deliverables within the time frames specified in the solicitation.

(2) Quality System: Describe the in-house quality control system and identify subcontractors used for the manufacture of delay detonators, leads, impact switches, bellows motors and other critical components as applicable. Discuss methods for in-house quality control and subcontractor quality control. Describe how statistical process control is utilized to measure and control product repeatability, uniformity, and verification of all requirements in the product baseline documentation. Describe how traceability of parts and materials will be maintained down to the lowest possible level. Explain monitoring and product acceptance to include incoming inspection, tracking and disposition. Discuss methods of minimizing impact of long lead items and components. For this discussion, items and components are to be considered long lead if their acquisition time frame is in excess of 120 days.

(3) Tests and Inspections: The offeror shall describe in detail test equipment for the fuze and fuze initiator. The offeror shall include a discussion of in-process and final test methods, plans, and software associated with testing. The offeror shall describe the test methodology for testing the turbine alternator to demonstrate compliance to the fuze initiator output requirements. Describe the method for testing the fuze mechanical safety mechanism and lanyards. Discuss specialized inspection and test equipment and include discussion of the calibration, test, maintenance, and repair practices. Emphasize how these practices will reduce, and more importantly prevent, downtime. Provide information regarding the offeror's available facilities and equipment that are required to perform the proposed work (e.g. laboratory equipment, computer facilities, test ranges, buildings, manufacturing equipment, etc.). Indicate which of the facilities and equipment are not currently owned or leased by the offeror and plans for obtaining the facilities and equipment. Indicate specific facilities and equipment, inclusive of that required for environmental sequential testing, which will be used for the work described in the technical data package (include where the facilities and equipment are geographically located). If the facilities and equipment are currently owned or leased, indicate if they are currently available, and as appropriate, what steps are needed to make them available. If Government owned equipment and/or facilities are to be utilized, show evidence of Governmental approval for such disposition.

(4) Management /Systems Engineering: The offeror shall submit a management type organization plan for the performance of the contract, which includes the interface of the offeror's various organizational elements during performance. The plan shall demonstrate the offeror's understanding of the requirements including definition and description of the integration of diverse tasks and milestones that must be successfully completed along with the requisite resources. The plan shall discuss the offeror's current workforce, their current facility capabilities and capacities and inventory control system in relation to a realistic schedule. The offeror shall provide resumes/qualifications for proposed key management and technical personnel. The offeror shall provide his plan for any planned facilitization and workforce increases with milestones for implementation. The plan shall discuss the offeror's capability to effectively apply system engineering practices to ensure timely and effective resolution of technical issues and maintain a high level of assurance that the delivered product will meet all the system requirements of the solicitation/technical data package/contract. These practices shall include how the offeror will be able to readily recognize, report, and react to problems. The practices shall also detail capability for planning, establishing, and implementing all processes the offeror intends to use to execute the program and control technical, cost, and schedule risks.

e. VOLUME II, PAST PERFORMANCE: A significant achievement, problem, or lack of relevant data in any evaluation area (in accordance with the FAR, lack of past performance is to be treated as neutral) can become an important consideration in the source selection process. A negative finding under any factor may result in an overall high performance risk rating. Therefore, offerors are reminded to include all recent and relevant past efforts, including demonstrated corrective actions, in their proposal. The Past Performance volume shall be organized as described below:

- Cover
- Title Page
- Table of Contents

- (1) General: The offeror shall detail and describe its delivery performance on all recent and relevant Government or commercial contracts.
- (2) The offeror shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance evaluation with the offeror during negotiation, if applicable.
- (3) The offeror is responsible for providing adequate information to show that their past performance is recent and relevant. The offeror shall submit the above required data to support the effort required by this solicitation.
- (4) The offeror must submit a list of all contracts: government, commercial, and foreign military sales (FMS) that meet the criteria of the definition for "Recent". For the purpose of submitting proposals, "recent" is defined as occurring within the past 3 years prior to the solicitation's initial closing date. "Relevant" is defined as having previously produced like or similar items. Like or similar items are defined as items that have been produced utilizing the same manufacturing processes, essential skills, and unique techniques needed to produce the required fuzes. A like item shall also have performed under equivalent performance parameters

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and environmental conditions as the required assemblies. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the Government reserves the right to determine whether an item/service is the same or similar. Other sources available to the Government other than those listed in the offeror's proposal may be used to gather and evaluate criteria. For example, the Government may use data gathered via the PPIMS system, CPARS, pre-award offices at other major support commands, past customers, and previous contracting officials.

(5) The offeror shall identify both prime contracts and major subcontracts for relevant items as defined above. As stated in paragraph 3.c. above, for the purpose of this acquisition, "offeror" is defined as the prime contractor and/or key subcontractors. Both Government and commercial contract descriptions shall include the information requested below in the following format:

- A. Quality, Quality Deficiency Reports (QDRs) and/or Quality Program Problems:  
Offerors shall provide information on their recent, relevant performance in the area of quality. The Government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. Proposals will address, at a minimum, the following:
- " Summary of quality improvement initiatives
  - " Number of Request for Waivers (RFWs), Request for Deviations (RFDs) submitted and the number of Quality Deficiency Reports (QDRs) issued on past production lots to include an explanation of any mitigating factors
  - " Information on repeated First Article Test failures
  - " Information relative to all Corrective Action Requests (CARs) issued as a result of Second party (customer) audits
  - " Identification of problems associated with the lack of traceability and accountability of parts and materials
  - " Description of serious quality control problems encountered at subcontractor facilities which resulted in lot failures
  - " Information relative to defective lots of material which prompted the Government to take restriction or suspension action and/or other product quality or Quality Program related problems
  - " Offeror's past performance should demonstrate that industrial standard quality techniques, such as ISO9001:2000 or equivalent have been utilized and are a part of the offeror's corporate quality structure
  - " Offeror's recent, relevant past performance should demonstrate that quality procedures are sufficient to provide confidence through objective evidence that products will meet or exceed the requirements of the solicitation

The offeror's submission must be clear and concise when describing a deficiency, stating the corrective action and when it was implemented. Other sources available to the Government than the offeror's proposal, may be used to gather and evaluate the predetermined factors

B. Business Practices: Offerors shall provide information regarding how well they worked with previous Government and technical representatives by providing a brief narrative about past experiences where their responsiveness, thoroughness and expertise were a significant factor in a problem's resolution. For verification purposes, the offeror shall furnish a point of contact/name, phone number, contract number and dollar value relative to the examples provided.

C. On-Time Delivery: Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be made during the period of recent past performance. Include all supporting information for verification purposes concerning all these covered deliveries, even though this supporting information may precede the period defined as recent above. For verification purposes, offeror's should furnish a point of contact/name, phone number, contract number, and dollar value of recent, relevant contracts. The original delivery schedule will be compared to the actual delivery schedule to determine whether deliveries were made on time and whether there were any slippages. If so, include the reasons for those slippages, and whether a revised delivery schedule was incorporated.

f. VOLUME III - PRICE: Volume III shall adhere to the terms and conditions of the solicitation. The offeror's price proposal shall be stated in current U.S. dollars. Volume III shall contain the offeror's price proposal in accordance with Section B of the solicitation (including the 100% evaluated option). Offerors are not required to submit cost and pricing data or information unless required by the Contracting Officer.

g. VOLUME IV - SMALL BUSINESS UTILIZATION:

(1) All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

(a) Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

(b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs).

(2) For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

(3) Small Business Utilization:

(a) The offeror is to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MIs, large businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

|                              |               |                    |              |
|------------------------------|---------------|--------------------|--------------|
| SB TYPE                      | EST. \$ VALUE | PRODUCT OR SERVICE | COMPANY NAME |
| TOTAL SB \$                  |               |                    |              |
| LARGE BUSINESS               | EST. \$ VALUE | PRODUCT OR SERVICE | COMPANY NAME |
| EST. TOTAL CONTRACT \$       |               |                    |              |
| EST. TOTAL SUBCONTRACTING \$ |               |                    |              |

(b) Realism - All offerors are to provide a detailed description of their methods used to promote and monitor small business utilization, as prescribed by FAR 52.219-8, in contracts performed within three years prior to the initial solicitation closing date for the same or similar items.

(i) Large business offerors shall document their performance using information prescribed by FAR 52.219-9 "Small Business Subcontracting Plan", in contracts within three years prior to the initial closing date, for the same or similar items.

(ii) The documentation shall include their actual performance in utilizing SB and HBCU/MI contractors, such as the most recent SF 294 for each relevant contract.

(iii) If the large business proposes substantially different small business utilization than experienced on similar work in the past, they must explain how they will accomplish that higher/lower proposed level.

(iv) Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.



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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

|     | Regulatory Cite | Title                     | Date     |
|-----|-----------------|---------------------------|----------|
| M-1 | 47.305-12       | TRANSPORTATION EVALUATION | JAN/1995 |
| *** |                 |                           |          |

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

-1-

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

-2- W44XMF: McAlester Army Ammunition Plant, Motor, McAlester OK  
FY8742: McAlester Army Ammunition Plant, Motor, McAlester OK  
DA3YPW:

(d) Evaluation will include the quantities and sources of government furnished material listed below.

-3- GFM, PA Containers B; QTY: 3; FROM: Bway Corporation, Atlanta GA

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(End of Provision)

(MF6020)

|     |          |                        |          |
|-----|----------|------------------------|----------|
| M-2 | 9.306(C) | FIRST ARTICLE APPROVAL | SEP/1995 |
|-----|----------|------------------------|----------|

a. Evaluation of offers where first article tests are waived for eligible offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

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(MF7007)

|     |              |                                 |          |
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| M-3 | 42.1501-4500 | PERFORMANCE EVALUATION CRITERIA | OCT/1999 |
|     | LOCAL        |                                 |          |

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(End of Provision)

(MS7015)

**SECTION M - Basis for Award:**

a. A competitive, best value award is contemplated, with a 100% evaluated option provision. The solicitation will be issued as restricted to US and Canadian sources. The Request for Proposal (RFP) will identify a target delivery schedule. The offerors will propose the total quantity at a proposed unit price and proposed schedule.

b. The Government will select the overall best offer, based upon an integrated assessment of the Past Performance, Technical Ability, Price, and Small Business Utilization factors. A contract may be awarded to the sole offeror who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR), as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors and subfactors to represent the best value to the Government. This may result in an award to a higher-rated, higher-priced offeror, where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the technical superiority and/or overall business approach and/or superior past performance of the higher-priced offeror outweighs the cost difference. To arrive at a source selection decision, the SSA will integrate the source selection team's ratings and supporting narrative of all the evaluation factors and subfactors (described below). While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process. The Government intends to select one contractor for the FMU-143B/B Fuze System procurement.

The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low prices when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

The Government reserves the right to award based on initial proposals. The Government intends to evaluate proposals and award a contract without discussions with the offerors. Therefore, each initial offer should contain the offeror's best terms from a Price, Technical, Small Business Utilization and Past Performance standpoint. However, the Government reserves the right to conduct discussions and request proposal revisions if it is determined to be in the best interest of the Government. If a competitive range is established, the Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

c. Notice to Offerors: The evaluation team may determine that an on-site visit to the facilities of offerors whom have been determined to be in the competitive range may be necessary to obtain additional information and/or clarification in evaluation of the offerors' written proposals. However, offerors are cautioned that the Government intends to award without site visits, if practical; any and all relevant information supporting the offeror's capability to manufacture FMU-143 B/B Fuze Systems must be included in the offeror's proposal.

**d. Evaluation Factors:**

- (1) Technical Ability
  - (a) Critical Skills, Processes, and Procedures
  - (b) Quality System
  - (c) Tests and Inspections
  - (d) Management/Systems Engineering
- (2) Past Performance
  - (a) Quality, Quality Deficiency Reports (QDRs) and/or Quality Program Problems
  - (b) Business Practices
  - (c) On-Time Delivery
- (3) Price
- (4) Small Business Utilization

**e. Relative Importance:**

- (1) Technical Ability is somewhat more important than either Past Performance or Price. Past Performance is somewhat more

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important than Price. Small Business Utilization is less important than either Past Performance or Price. All evaluation factors other than Price, when combined, are significantly more important than Price.

(2) Within Technical Ability, Critical Skills, Processes, and Procedures is the most important subfactor. Subfactors Quality System and Tests and Inspections are of equal importance, and are individually somewhat more important than Management/Systems Engineering.

(3) Within Past Performance, Quality is more important than either On-Time Delivery or Business Practices. Business Practices is somewhat more important than On-Time Delivery.

(4) Price is evaluated but not rated.

\*\*\* END OF NARRATIVE M 001 \*\*\*

**SECTION M - Evaluation Factors/Processes and Criteria for Award**

a. VOLUME I, TECHNICAL ABILITY: The team members, as a minimum, shall utilize the following subfactors, to determine if the offeror and/or subcontractor(s) have the technical know how, equipment, and personnel required to manufacture the product. The offeror will also be evaluated on their ability to control applicable manufacturing processes and use of indicators and/or metrics to provide feedback relating to quality and conformance of the product to its design requirements. This can be obtained, if deemed necessary, an on-site visit of the offeror's and/or subcontractors' facilities. All required certifications and standards should be identified. Other (non-required) certifications, abilities, and capabilities that would enhance the technical expertise of the offeror and/or subcontractor(s) to complete the product or service may be addressed under a separate section of the oral or written report. This evaluation will become an integral part of the overall technical ability evaluation. The overall rating will be based on a composite rating of the following subfactors:

(1) Critical Skills, Processes and Procedures:

(a) Manufacturing: The Government will evaluate the offeror's ability and capability to perform electronic/mechanical assembly including but not limited to component insertion, hand soldering, wave soldering, conformal coating, staking, welding and potting (encapsulation) operations. The Government will evaluate the offeror's understanding and ability to properly machine and/or procure fuze housing and other mechanical components to tight dimensional tolerances per drawing requirements. The FMU-143 B/B Fuze System and its components require surface treatments such as passivation, electro-deposition and chemical film. The Government will evaluate the offeror's knowledge and expertise in the application of surface treatments and coating applications. The Government will evaluate the offeror's proposed equipment to manufacture, test, and assemble fuzes at high production rates. The Government will evaluate the contractor's proposed processes and process control measures and his use of automated test equipment to achieve the necessary production rate. The Government will assess if the offeror has the specialized equipment, skills, personnel and experience to verify the technical requirements of the fuze.

(b) Explosives Handling: The Government will evaluate the offeror's approach and facilities to store, handle, assemble, load and test explosive assemblies. The Government will evaluate the offeror's ability to meet the fuze safety and manufacturing requirements to include critical defect prevention. The government will assess the offeror's degree of understanding of fuze safety including the safety device and electronics assembly, and lead and booster cup assembly. The Government will assess the proposed methods to detect defects to avoid potential safety hazards. The Government will evaluate the offeror's implementation of safe guards and minimization of hazards from explosive components, materials, and assemblies containing explosives.

(c) Submission of Contract Data Requirements List (CDRL) Items: The Government will evaluate the offeror's ability to understand the deliverable item requirements and their ability to submit these deliverables within the time frames specified within the solicitation.

(2) Quality System: The Government will evaluate whether the offeror's in-house and subcontractor quality control system is in accordance with ISO 9001:2000 and the Quality Assurance Provisions (QAPs), including a calibration system. The Government will evaluate the offeror's ability to establish and maintain capable, controlled processes in accordance with an ISO 9000 series Quality Program and the QAPs. The Government will assess the offeror's methods for long lead-time impact reduction, product monitoring, and product acceptance to insure that schedule and product quality are met. The Government will evaluate the offeror's ability to provide configuration control and traceability of deliverable items.

(3) Tests and Inspections:

(a) Lot Acceptance Test (LAT) and First Article Acceptance Test (FAAT) Requirements: The Government will evaluate the offeror's understanding of the FAAT Requirements (if a FAAT is required). The LAT and FAT requirements form an integral part of the acceptance of the end item. A misunderstanding of the LAT and/or FAAT requirements could result in an improper price quote or result in a loss to the offeror and/or sub vendor(s) after award. The Government will evaluate the offeror's verification methods and scope of inspection and testing as required by the SP8983300 Rev. B and DL 8383300. The offeror may propose a waiver of specific FAAT

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requirements; however any non-performance of test requirements must be justified based on similarity of a qualified design or other criteria deemed reasonable by the Government.

(b) Examinations and Tests: The Government will evaluate the offeror's ability to perform the examinations and tests identified in the solicitation. The offeror's and/or sub-vendor(s) test equipment will be evaluated for accuracy and capability to perform the required functional and environmental tests of SP8983300 Rev B and the technical data package. The Government will evaluate the offeror's understanding of the testing requirements to ensure that defects on fuzes and sub-components are detected and not accepted. The Government will evaluate the offeror's knowledge and capability to fabricate and operate test equipment.

(4) Management/Systems Engineering: The team members shall review the realism of the management plan of the offeror. Substantive data from previous contract/performance scenarios, past issues and significant accomplishments can be referenced as evidence of realism. The team members will review the management plan in respect to the following areas: 1) Understanding of Requirements - The extent to which the offeror's proposal demonstrates a clear understanding of the program requirements; 2) Schedule Realism - The extent to which the proposed approach can be competently followed and completed in with the proposed timeframes including program milestones and a supporting plan to schedule; 3) Inventory Control - The extent to which the offeror can explain the incorporation of his current inventory control system, specifically incoming, on-hand, and out-going inventory, to include modifications required to manage this program including the milestones; 4) New Facilitization - The extent to which the program requirements have been considered with respect to the offeror's current facility and his potential need and plan to acquire additional facilities and equipment including milestones for performance of this effort; 5) Managing workforce - The extent to which the program requirements have been considered to use the offeror's current workforce and the plan to add employees and manage them through this effort. Also, the extent of the qualifications of proposed key management and technical personnel shall be evaluated. The Government will evaluate the offeror's capability to effectively apply system engineering practices to ensure timely and effective resolution of technical issues and maintain a high level of assurance that the delivered product will meet all the system requirements of the solicitation/technical data package/contract. In addition to these basic capabilities, the Government will evaluate the offeror's capability and plans, as a design agent for the Government, to accept system performance responsibility and to apply reserve resources to resolve unanticipated problems throughout the contract period. In total, the Government will look for sufficient evidence that the offeror's management/system engineering approach, considering all functional specialties, will support the timely delivery of FMU-143 B/B Fuze Systems that meet the requirements of the solicitation/contract.

b. VOLUME II, PAST PERFORMANCE: The team members, as a minimum, shall utilize the following subfactors, to evaluate the offeror's recent and relevant past performance. Recent is defined as occurring within the past three (3) years prior to the date the solicitation closes. Relevant is defined as having previously produced like or similar items. Like or similar items are defined as items that have been produced utilizing the same manufacturing processes, essential skills and unique techniques needed to produce the FMU-143 B/B Fuze System. A like item shall also have been produced under equivalent performance parameters and environmental conditions as the FMU-143 B/B Fuze System. The Government reserves the right to determine whether an item is the same or similar. Offerors without a record of recent and relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral" rating for the Past Performance factor. A strong record of relevant past performance may be considered more advantageous to the Government than a "Neutral" rating. The Government will consider the offeror's past performance in complying with DFARS 252.219-7003, FAR 52.219-8 and 52.219-9. The overall rating will be based on a composite rating of the following subfactors:

(1) Quality, Quality Deficiency Reports (QDRs) and/or Quality Program Problems: The offeror's recent, relevant record in the area of quality assurance will be evaluated. Evidence of quality awards and/or quality certifications presented to the offeror can be submitted for consideration. In the event that indication of problems is found, the offeror's process to improve product quality will be evaluated. The offeror's and subcontractor's demonstrated past performance in meeting technical requirements and delivering quality products, on same or similar systems and contracts, will be assessed. The degree to which the offeror's and subcontractor's management have adopted and applied the principles and techniques of continuous systemic improvement in managing its total business to improve upon quality deficiencies will be assessed as well. The offeror is required to submit data explaining corrective actions that have been taken to improve its process and/or solve their quality problems. The offeror is required to disclose information about previous Requests for Waivers (RFWs), Requests for Deviations (RFDs), Quality Deficiency Reports (QDRs), Corrective Action Requests (CARs) issued as a result of Second party (customer) audits, problems associated with the lack of traceability and accountability of parts and materials, quality control problems at vendor facilities, repeated First Article Test failures, defective lots of material which prompted the Government to take restriction or suspension action and/or other product quality or Quality Program related problems. The offeror's submission must be clear and concise when describing the deficiency, stating the corrective action and when it was implemented. Other sources, available to the Government other than the offeror's proposal, may be used to gather and evaluate the predetermined factors. Sources such as, but not limited to, data gathered via the Past Performance Information Retrieval System (PPIRS), Contractor Performance Assessment Reporting System (CPARS), Defense Contracting Management Agency (DCMA) reviews, Defense Contract Audit Agency (DCAA) reviews, Program Office reviews, pre-award offices at other major supporting commands, past customers, and previous contracting officials.

(2) Business Practices: The offeror will be evaluated on how well they worked with previous Government and technical representatives in accordance with a narrative provided about past experiences where their responsiveness, thoroughness and expertise were a significant factor in a problem's resolution. Other sources, available to the Government other than the contractor's proposal, may be used to gather and evaluate predetermined factors. Such sources are cited above.

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**Name of Offeror or Contractor:**

(3) On-Time Delivery: Information provided by the offeror on recent, relevant contracts will be evaluated. The offeror will be rated based on their record of on-time delivery. The original contract delivery schedule will be compared to the actual deliveries to determine whether deliveries were made on time. The offeror will be given an opportunity to present reasons why they did not meet original delivery schedules. Past delivery performance demonstrating an on-time delivery record will be evaluated. The original delivery schedule will be evaluated against the actual deliveries and whether there were any slippages. If so, include the reasons for those slippages, and whether a revised delivery schedule was incorporated. Such sources are cited above.

c. VOLUME III, PRICE: The team members will evaluate the proposed price/cost in accordance with the price/cost related factors stated in the solicitation.

d. VOLUME IV, SMALL BUSINESS UTILIZATION:

(1) The Government will evaluate all offerors (small, large and foreign) proposed utilization of:

- " Small Business (SB)
- " Small Disadvantaged Business (SDB)
- " Women-Owned Small Business (WOSB)
- " Veteran-Owned Small Business (VOSB)
- " Service Disabled Veteran-Owned Small Business (SDVOSB)
- " Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and
- "Historically Black Colleges and Universities/Minority Institutions (HBCU/MIs).

(2) For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

(3) The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how well it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:

- (a) Complexity of specific products or services that will be provided by those SB's and HBCU/MIs.
- (b) The extent of Small Business participation in terms of value of the total contract.
- (c) Realism - The Government will evaluate the offeror's actual past performance in achieving the proposed small business utilization on contracts performed within three years prior to the initial solicitation closing date for same or similar items to assess the realism of proposed small business utilization. This evaluation will include an assessment of:
  - (i) The offeror's performance as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219-8, "Utilization of Small Business Concerns". SBs and HBCU/MIs are reminded to include their own performance on their contracts.
  - (ii) For large business offerors, their performance as prescribed by FAR 52.219-9, "Small Business Subcontracting Plan". This includes evaluation of the offeror's actual performance in meeting SB and HBCU/MI subcontracting goals. Large businesses that have not held a contract in the past three years that included FAR 52.219-9 will be evaluated against FAR 52.219-8 only.
  - (iii) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

e. Relative Importance:

(1) Technical Ability is somewhat more important than either Past Performance or Price. Past Performance is somewhat more important than Price. Small Business Utilization is less important than either Past Performance or Price. All evaluation factors other than Price, when combined, are significantly more important than Price.

(2) Within Technical Ability, Critical Skills, Processes, and Procedures is the most important subfactor. Subfactors Quality System and Tests and Inspections are of equal importance, and are individually somewhat more important than Management/Systems Engineering.

(3) Within Past Performance, Quality is more important than either On-Time Delivery or Business Practices. Business Practices is somewhat more important than On-Time Delivery.

(4) Price is evaluated but not rated.